

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
AAA AFFORDABLE STRUCTURES, INC.
FOR
MODULAR BUILDING FOR FIRE STATION 90/104
ITB #15-0209

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as COUNTY, by and through its Board of County Commissioners, and AAA Affordable Structures, Inc., a Florida corporation, its successors and assigns, herein referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #15-0209 seeking firms or individuals qualified to provide all labor, equipment, materials, fuel, and any other incidental costs, and supervision necessary to provide and install a modular building to serve as Lake County Fire Station 90/ City of Clermont Fire Station 104, located in Clermont, Florida; and

WHEREAS, CONTRACTOR desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONTRACTOR to provide all labor, equipment, materials, fuel, and any other incidental costs, and supervision necessary to provide and install a modular building to serve as Lake County Fire Station 90/ City of Clermont Fire Station 104, located in Clermont, Florida, hereinafter referred to as the "Project".

Article 3. Scope of Professional Services

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to provide all labor, materials and equipment to complete the Project in accordance with the Statement of Work, Plans and Specifications, attached hereto and incorporated herein as **Exhibit A**, as modified or clarified by Addendum #1, dated February 25,

2015, attached hereto and incorporated herein by reference as **Exhibit B**. It is understood that the Statement of Work may be modified by change order as actual construction of the Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY's Purchasing Policies and Procedures. A copy of these policies and procedures shall be made available to the CONTRACTOR upon request.

3.2 CONTRACTOR agrees and acknowledges that the work required hereunder is a part of a larger project in which a vehicle canopy will be placed on the property to serve the County Fire Station 90 / Clermont Fire Station 104. (See ITB 15-0210). The time for completion of the work hereunder is subject to the estimated Project Schedule shown in **Exhibit C**, attached hereto and incorporated herein by reference. CONTRACTOR shall not perform any work until receipt of the Notice to Proceed.

3.3 CONTRACTOR acknowledges that time is of the essence in carrying out CONTRACTOR'S responsibilities under this Agreement. The CONTRACTOR shall be issued a Notice to Proceed after execution of this Agreement for the purposes of the CONTRACTOR designing and ordering the Structure. CONTRACTOR shall then be issued a subsequent Notice To Proceed when it is time for the construction phase to begin. CONTRACTOR shall complete the Scope of Services identified herein within **one hundred eighty (180) calendar days** after the subsequent Notice to Proceed is issued. All Notices to Proceed may be sent via email. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the CONTRACTOR. In these cases, the CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the COUNTY. No additional days shall be granted for average weather delays. Average number of days of rainfall will be determined by http://www.sercc.com/climateinfo/historical/historical_fl.html. Days for calculating actual rainfall are days recorded with rainfall on <http://www.wunderground.com>.

3.4 This Agreement shall commence upon the date of the purchase order or related Notice to Proceed and shall remain in effect until such time as the commodities, equipment and/or services acquired in conjunction with this Agreement have been delivered, completed and accepted by the COUNTY's authorized representative and the end of any warranty periods.

3.5 The CONTRACTOR shall be solely responsible for obtaining all necessary approvals and permits.

3.6 The CONTRACTOR shall remain appropriately licensed and/or employ the services of a subcontractor who is appropriately licensed throughout the course of the Project. Failure to maintain all required licenses shall entitle the COUNTY, at its option, to terminate this Agreement.

3.7 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions, including but not limited to, those bearing

upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Project. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions shall not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor shall it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this contract, unless such understanding or interpretations are made in writing and incorporated herein by reference.

3.8 In the event of any conflict between the provisions contained within this Agreement, addenda shall supersede all other contract documents to the extent specified in the addenda. Subsequent addenda shall supersede prior to addenda only to the extent specified therein.

3.9 CONTRACTOR acknowledges and agrees that CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONTRACTOR during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the contract.

3.10 CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if this Project is being supported in whole or in part by State funding the CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project if state residents have substantially equal qualifications to those of non-residents. If the CONTRACTOR is required to employ state residents, the CONTRACTOR shall contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged veterans or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

Article 4. Payment

4.1 The COUNTY shall pay and CONTRACTOR shall accept, as full and complete payment for the timely and complete performance of its obligations hereunder the fixed lump sum pricing in an amount not to exceed **\$429,763.00**, further detailed in **Exhibit D**, attached hereto and incorporated herein by reference. The fixed lump sum price represents the CONTRACTOR'S

base bid, including all applicable taxes, engineering, permits, materials, labor, supervision, management and overhead, fuel, and equipment unless a duly authorized change order has been issued in accordance with the COUNTY's purchasing policies and procedures. A copy of such policies and procedures shall be made available to the CONTRACTOR upon request.

4.2 CONTRACTOR shall submit progress invoice no later than the tenth (10th) of each month to Facilities and Fleet Management Department, 32400 C.R. 473, Leesburg, Florida 34788. All invoices shall contain the bid number (ITB 15-0209), date and location of delivery or service, confirmation of acceptance of the goods or services by the appropriate COUNTY representative, and a detailed description of services provided. Failure to submit invoices in the prescribed manner will delay payment, and the CONTRACTOR may be considered in default of contract and its contract may be terminated. Final invoices shall include a completed "Certification of Payment to Subcontractors and Suppliers" form, if required by the COUNTY.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4.4 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Project and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

Article 5. County Responsibilities

5.1 COUNTY shall designate a County staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager shall decide all questions, difficulties, or disputes of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the scope of services and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

5.2 COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.3 COUNTY retains the right to inspect all work to verify compliance with the contract documents. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used.

Article 6. Construction Provisions

6.1 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the Statement of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

B. It is the intent of the contract documents to describe a functionally complete project which defines the scope of work. Any work, materials, services, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe work, material, services or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the project, whether such reference be specified or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise herein.

C. The contract documents and all referenced standards cited therein are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

6.2 Errors and Omissions. It is the intent of the COUNTY to have a fully completed project when the work is finished. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR shall be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR shall be responsible for the results and the costs of rectifying any such error or omission.

6.3 Contractor Personnel.

A. The CONTRACTOR shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the work in the manner prescribed in the contract documents.

B. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall, upon written notice, be discharged from the project and shall not again be employed on the project without the written consent of

the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due, or may suspend the work with approval of the COUNTY until such orders are complied with.

C. The CONTRACTOR shall at all times have at the Project as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who shall receive instructions from the COUNTY. The superintendent shall supervise all trades, direct all project activities, establish and maintain installation schedules, and provide the COUNTY's Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY, and if applicable to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendent shall be furnished regardless of the amount of work sublet. The CONTRACTOR's superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

E. The CONTRACTOR shall maintain a dress code for their employee's with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. The CONTRACTOR'S employees shall be neat and clean in appearance and a form of identification that clearly identifies them as employees of the CONTRACTOR. All workers shall be required to wear an ID badge identifying them as approved vendors. The COUNTY will supply the badges. The CONTRACTOR shall ensure that all workers are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive the ID badge. CONTRACTOR is hereby notified that it may take up to one (1) week to receive the badges, and should factor this time in accordingly to the Project schedule.

F. Background checks are not required for this Project.

6.4 Subcontractors.

A. Within five (5) calendar days after the award of any subcontract, the CONTRACTOR shall deliver to the COUNTY a statement setting forth the name and address of the subcontractor, a summary description of the work subcontracted and a copy of the subcontract.

B. The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR's subcontractors and of persons either directly or indirectly employed by them.

C. All subcontractors, for as long as the subcontractor is working on the job site, shall have at least one supervisor/foreman on the job site that shall speak and understand English.

D. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the project schedule and applicable sub-schedules.

E. Releases of liens from subcontractors shall be required before final payment will be released.

6.5 Completion of the Statement of Work. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work shall be done in accordance with the contract documents.

6.6 Emergencies. Not applicable to this Project.

6.7 Safety.

A. The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the CONTRACTOR.

B. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite shall be in place and in proper working order at all times. If the COUNTY determines that the equipment is deficient in safety devices, the CONTRACTOR shall be notified immediately. The CONTRACTOR shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

C. The COUNTY may periodically monitor the work site for safety. Should there be safety and/or health violations, the COUNTY shall have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the project will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied.

D. CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

E. CONTRACTOR shall be responsible for the removal of all surplus material and debris from the Project site at the end of each work day. All costs associated with clean-up and debris removal shall be included in the lump sum price stated elsewhere herein. The

CONTRACTOR must have ample cleaning supplies and a working vacuum cleaner on-site for clean-up. At no time shall the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. If such deficiencies are not corrected as part of this process, the COUNTY shall remove the remaining debris and surplus materials and deduct the associated costs from the amount due the CONTRACTOR.

F. CONTRACTOR shall confine all equipment, materials and operations to the project site and areas identified in the Contract documents. CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

6.8 Compliance with Occupational Safety and Health/Hazardous Materials.

A. CONTRACTOR certifies that all material, equipment, etc., to be used in an individual project meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc., is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities (ADA) regulations must be provided and used by the CONTRACTOR and its employees.

B. Any chemical item supplied under this contract shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

1. The chemical name and the common name of the toxic substance.
2. The hazards or other risks in the use of the toxic substances, including the potential for fire, explosion, corrosiveness, and reactivity.
3. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substances.
4. The primary route of entry and symptoms of exposure.
5. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
6. The emergency procedure for spills, fire, disposal and first aid.
7. A description in lay terms of the known specified potential health risks posed by the toxic substances intended to alert any person reading this information.
8. The year and month, if available, that the information was compiled, and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

C. Any spillage of hazardous chemicals and/or wastes caused by the CONTRACTOR must be reported immediately to the proper authorities and the COUNTY'S Project Manager. All spills shall be cleaned up in accordance with all local, State and Federal

Regulations. The cost of cleanup of any spillage of hazardous chemicals caused by the CONTRACTOR shall be the sole responsibility of the CONTRACTOR and the COUNTY will share no responsibility for these costs. A copy of a completed compliance order with local, State, and Federal agencies shall be given to the COUNTY.

D. If any hazardous chemicals or conditions are discovered by the CONTRACTOR during the normal work operations, it is the responsibility of the CONTRACTOR to immediately contact the COUNTY'S Project Manager with a description and the location of the condition.

E. The COUNTY'S Project Manager or other COUNTY representatives may periodically monitor the work for safety. Should there be safety and/or health violations, the COUNTY'S representative may have the duty to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY'S Project manager or other COUNTY representative, the project will be shut down immediately upon notice and will not resume work until the unsafe conditions has been remedied.

F. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, MSDS, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives.

G. The CONTRACTOR shall designate a competent person of its organization whose duty shall be the prevention of accidents. This person shall be literate and able to fully communicate in the English language because of necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing to the COUNTY'S project manager. All communications to the Superintendent shall be as binding as if given to the CONTRACTOR.

6.9 General Inspection Requirements.

A. Due to the nature of this Agreement, the COUNTY shall at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for CONTRACTOR'S inspection of facilities or sites and/or activity schedules may be secured from the user department. Failure to visually inspect the facilities or sites may be cause for disqualification of CONTRACTOR on that individual project.

B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so

requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR's expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, shall be paid for as unforeseen work.

C. If, during or prior to construction operations, the COUNTY should fail to reject defective work or materials; whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent the COUNTY's later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If, during or prior to construction operations, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR shall then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY'S Project Manager shall send a second written notice to the CONTRACTOR giving the CONTRACTOR a final seven (7) days to correct the defect. If the CONTRACTOR fails to correct the deficiency, the COUNTY may take any action necessary, including correcting the deficient work utilizing another contractor, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense or terminating the contract. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY shall have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR's expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making said repairs, removals, or renewals shall be paid for out of any monies due or which may become due to the CONTRACTOR. A change order shall be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs shall include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or replacement of the CONTRACTOR's defective work and additional compensation due the COUNTY. The CONTRACTOR shall not be allowed an extension of the contract time because of any delay in performance of the Project attributable to the exercise by the COUNTY of the COUNTY's rights and remedies hereunder. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate the contract for default.

F. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by federal or state representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

G. All work performed and all materials furnished shall be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

6.10 Project Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Project, except where recycled content is specifically requested, shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR's expense and the contract cancelled or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR's expense.

B. Materials shall be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, shall not be used in the work, and shall be removed from the site by the CONTRACTOR at the CONTRACTOR's expense. Until incorporated into the work, materials shall be the sole responsibility of the CONTRACTOR and the CONTRACTOR shall not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner.

D. CONTRACTOR'S bid and pricing was not based on use of any alternate items.

6.11 Time for Completion and Extensions.

A. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the project by its subcontractors and material suppliers, as

well as coordinate the CONTRACTOR's work with the work of other contractors so that the CONTRACTOR's work or the work of others shall not be delayed or impaired. The CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the work under the contract documents.

B. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR's fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

C. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY shall ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY's sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR's construction schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.12 Changes in the Scope of Work.

A. Without invalidating the contract, the COUNTY may at any time, by written change order, in accordance with the COUNTY's Purchasing Policy and Procedures, increase or decrease the scope of the work and the contract price or time may be adjusted accordingly. For changes in work requested by CONTRACTOR, the CONTRACTOR shall prepare and submit change order requests for COUNTY approval. Each change order shall include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Project. Both the COUNTY and the CONTRACTOR shall execute the change order.

B. The value of such extra work or change shall be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change shall be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY's adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section herein, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement, the amount of an increase shall be limited to the CONTRACTOR's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In such case, the CONTRACTOR shall keep and present to the COUNTY an itemized accounting together with appropriate supporting data. In the event such changed work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the CONTRACTOR for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of changed work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above.

E. The COUNTY shall not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with COUNTY policy. The payment authorized by such a change order shall represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Work shall be promptly performed. All changes in work shall be performed under the terms and conditions of this Contract.

6.13 Claims and Disputes.

A. Claims by the CONTRACTOR shall be made in writing to the COUNTY within two (2) business days after the commencement of the event giving rise to such claim or the CONTRACTOR shall be deemed to have waived the claim. Written supporting data shall be submitted to the COUNTY within ten (10) calendar days after the occurrence of the event, unless the COUNTY grants additional time in writing, or the CONTRACTOR shall be deemed to have waived the claim. All claims shall be priced in accordance with the section in this document entitled "Changes in Work".

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR shall be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY shall within fifteen (15) business days respond to the claim in writing stating that the claim is either approved or denied. If denied,

the COUNTY shall specify the grounds for denial. The CONTRACTOR shall then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator shall be mutually selected by the parties and each party shall pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in the County or Circuit Court sitting in Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR shall be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data shall be submitted to the CONTRACTOR. All claims shall be priced in accordance with the provisions of the section in this document entitled "Changes in Work". The CONTRACTOR shall respond in writing within fifteen (15) business days of receipt of the claim. If the claim cannot be resolved, the COUNTY shall have the option to submit the matter to mediation as set forth in (C)(2) above.

E. Arbitration shall not be considered as a means of dispute resolution.

F. **NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. However, this provision shall not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONTRACTOR shall be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.14 Acceptance of the Work and Final Payment. The work delivered and services rendered under this Agreement shall remain the property of the CONTRACTOR and shall not be deemed complete until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. Any goods and/or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

A. **Final Inspection.** When all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the COUNTY shall make the final inspection. The final inspection will be conducted within five (5) business days of receipt of notification. The COUNTY'S Project Manager will notify the CONTRACTOR of any deficiencies. CONTRACTOR shall correct all deficiencies before final acceptance and payment is made.

1. When the Project or any portion thereof, as designated by the COUNTY, is ready for its intended use, the COUNTY and any other invited parties shall

make an inspection of the Project, to verify its completeness and develop a punch list of items needing completion or correction before final payment will be made. The CONTRACTOR shall have ten (10) calendar days to correct all deficiencies. The COUNTY shall have the right to exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

2. When the work provided for under the contract has been completely performed by the CONTRACTOR, and the final inspection has been made by the COUNTY, a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of the contract, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection therewith. Occupancy by the COUNTY alone does not constitute final acceptance.

3. The following fees may be assessed to the CONTRACTOR during the term of the contract. These fees are assessed to help offset the additional costs associated with COUNTY labor and vehicle usage required for unnecessary inspections for missed meetings. The fees shall be deducted from the final invoice.

- | | | |
|----|--|--------------------|
| a) | Missing scheduled appointments | \$70.00/each |
| b) | Failure to respond to emergency calls | \$250.00/day |
| c) | If applicable, late to emergency calls | \$36.00/hour |
| d) | Inspected unacceptable workmanship | \$55.00/inspection |
| e) | Failure to provide documentation/reports | \$75.00/day |

The COUNTY will additionally charge the CONTRACTOR any re-inspection fees charged by the authority having jurisdiction over the work, plus \$250 per day for failing to pass such re-inspections.

B. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance shall be maintained until final acceptance by the COUNTY.

C. Final Acceptance. The COUNTY reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY'S Project Manager.

D. Waiver of Claims. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of the contract or otherwise related to the project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY shall be deemed a waiver of the COUNTY's rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

E. Termination of Contractor's Responsibilities. The contract will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation except as set forth in this Agreement.

F. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY.

6.15 Warranties.

A. All warranties shall begin on the date of the COUNTY'S acceptance and remain in effect for a period of twelve (12) months. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the project. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents shall be new unless otherwise specified, and that all work shall be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for the contract documents. This warranty requirement shall remain in force for the full period identified above, regardless of whether CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law. Further, a specific warranty period is included as a requirement as follows:

B. If sod is used as part of the project it shall be warranted to be free of noxious and invasive weeds, disease, and insects. If pests and/or noxious weeds manifest themselves within sixty (60) days of placement of the sod, the CONTRACTOR shall treat the affected areas. The process for treating these areas shall be approved by the COUNTY'S Project Manager. If the sod does not meet any of the specifications within this document, the CONTRACTOR shall be responsible to replace it at no expense to the COUNTY. It shall be the responsibility of the

CONTRACTOR to insure that the sod is sufficiently established as previously described within these specifications. If the sod dies or does not become established the CONTRACTOR shall be responsible for replacement at no cost to the COUNTY.

c. **Correcting Defects Covered Under Warranty.** The CONTRACTOR shall be responsible for promptly correcting any deficiency, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies the CONTRACTOR of such deficiency in writing. If the CONTRACTOR fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify the CONTRACTOR in writing that the CONTRACTOR may be debarred as a COUNTY vendor, and/or become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If the CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place the CONTRACTOR in default of its contract and/or (b) procure the products or services from another source and charge the CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.16 Liquidated Damages.

A. Unless otherwise agreed to, weather events are specifically excluded as excused causes for delay under this Agreement, and no additional days shall be given for rain delays.

B. If the deficiencies have been noted and the remedies have not been completed within the contracted time, the County's Project Manager may send out a notification notifying CONTRACTOR of assessment of liquidated damages that can be applied for any day over the time allowed per this Agreement.

C. The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed within the time specified. The COUNTY will be entitled to assess, as liquidated damages, but not as a penalty, for each calendar day after the scheduled completion date the project continues. The project shall be deemed to be completed on the date the work is considered complete to the satisfaction of the COUNTY. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner. The liquidated damages shall be as follows:

<u>Specific Project Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166

\$40,000 or more but less than \$50,000	\$228
\$50,000 or more but less than \$250,000	\$313
\$250,000 or more but less than \$500,000	\$715

6.17 Sanitation. For projects that do not involve interior work, the CONTRACTOR shall be required to provide and maintain adequate sanitary conveniences for the use of persons employed for the Project. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the COUNTY'S Project Manager's approval. All such facilities shall be installed and maintained in accordance with applicable federal, state, and local laws.

6.18 Maintenance of Traffic (MOT).

A. In the event that any of the work is conducted within any public right of way the CONTRACTOR shall be responsible for proper MOT. Unless otherwise specified, the standard specifications to be used for the work shall be the most applicable and the most stringent of the following.

B. Maintenance of traffic shall be the responsibility of the CONTRACTOR, is part of the CONTRACTOR'S price, and shall conform to FDOT'S most current editions of "Standard Specifications for Road and Bridge Construction," 2013 Edition (or latest edition), or FDOT "Roadway and Traffic Design Minimum Standards for Design, Construction and Maintenance for Streets and Highways," 2002 (or latest edition), Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD)," 2009 (or latest edition), and all supplemental specifications thereto. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida 32399-0450, or by going to the FDOT website at www.dot.state.fl.us/mapsandpublications.

C. All costs associated with MOT must be included in the CONTRACTOR'S price. No separate line items for MOT will be included in the pricing. If the CONTRACTOR does not comply with the FDOT and FHWA (i.e. signs, qualified flaggers and/or barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures shall be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off duty police officer is needed, it shall be the responsibility of the CONTRACTOR to hire and pay for this service.

E. All lane closures shall have the prior approval of the COUNTY'S Project Manager.

F. The foregoing requirements are to be considered as minimum and the CONTRACTOR'S compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and the CONTRACTOR'S employees throughout the work area.

G. The use of public roads and streets by the CONTRACTOR shall provide a minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing the road by driving the slow moving equipment, the operator shall allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.19 Underground Utilities. Any required ground digging or subsurface work shall be done in accordance with Chapter 556, Florida Statutes. It shall be the responsibility of the CONTRACTOR to have all underground utilities located before any work shall begin. This can be done by contacting Sunshine State One Call. They may be reached by calling 1-800-432-4770. The repairs of any damaged underground utilities as a result of the work being performed by the CONTRACTOR shall be the responsibility of the CONTRACTOR. The proper utility company shall be contacted immediately to expedite the repairs, if damage has occurred. The COUNTY'S Project Manager shall also be notified by telephone at the earliest opportunity and shall be followed up with a written explanation of the incident within two (2) days.

6.20 Clean Up/Surplus Material Removal. The CONTRACTOR shall be responsible for the removal of all surplus material and debris within their work zone at the end of each workday, and disposed of in an appropriate manner. All costs associated with clean-up and debris removal shall be included in the CONTRACTOR'S bid. The CONTRACTOR must have ample cleaning supplies and a working vacuum cleaner on-site for clean-up. At no time shall the CONTRACTOR use COUNTY supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. The CONTRACTOR shall have all necessary tools, equipment, and supplies to adequately clean the work area and any area(s) that may have been affected by the work. If such deficiencies are not corrected as part of this process, that COUNTY shall remove the remaining debris and surplus materials and deduce the associated costs from the amount due the CONTRACTOR.

Article 7. Special Terms and Conditions

7.1 Termination. This Agreement may be terminated by the COUNTY upon ten (10) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required ten (10) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by COUNTY for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

7.2 Assignment of Agreement This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONTRACTOR. Additionally, unless otherwise stipulated herein, the CONTRACTOR shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

7.3 Insurance. The CONTRACTOR shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONTRACTOR under the terms and provisions of the Agreement. The CONTRACTOR is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONTRACTOR is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

(vii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

(viii) Certificate(s) of insurance shall identify the ITB number in the Description of Operations section of the Certificate.

(ix) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

(x) Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

(xi) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONTRACTOR shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- (xii) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONTRACTOR and/or subcontractor providing such insurance.
- (xiii) The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the Contractor's requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR, nor a failure to disapprove that insurance, shall relieve the CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

7.4 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR's duties set forth in this Agreement.

7.5 Independent Contractor. CONTRACTOR, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONTRACTOR shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.6 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

7.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.8 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONTRACTOR conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.9 Retaining Other Contractors. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.10 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

7.11 Traffic Control. If required, CONTRACTOR shall be responsible for putting up and maintaining sufficient lights at night that meet the approval of the COUNTY; take proper precautions to guard against damage or injury to persons or property; keep streets and driveways open to traffic, at all times, during construction except when specific permission is granted by the proper authority for temporary closing.

7.12 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to the CONTRACTOR or to acquire the items from another vendor through a separate solicitation

7.13 Right to Audit. The County reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CONTRACTOR in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

7.14 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

7.15 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

7.16 Business Hours of Operation.

A. Unless otherwise specified in the technical specifications, all work performed shall be accomplished between the hours of 7:00 AM and 5:00 PM, Monday through Friday, and no work shall be performed on Saturdays, Sundays or County Holidays, unless permission to work has been requested in writing by the CONTRACTOR and approval, in writing, has been granted by the COUNTY'S Project Manager. Request for permission to work must be received by the COUNTY'S Project Manager no less than two (2) days prior to the requested workday. The exception to this pre-approval requirement would be in the case of an emergency. County Holidays are as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

B. Special schedules may be established if necessary because of problems with noise or similar difficulties affecting citizens in homes or buildings/rooms adjacent to the work being completed. When the CONTRACTOR requests and is approved for Saturday, Sunday or Holiday work, the COUNTY may assess the CONTRACTOR the sum of \$250.00 per man per day for each Saturday, Sunday or recognized Holiday worked or planned to work. These fees will be deducted from the final invoice.

7.17 Minimum Wage. The wage rate paid to all laborers, mechanics and apprentices employed by CONTRACTOR for the work under the Agreement shall not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.18 Protection of Property.

A. The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the project as may be determined by the COUNTY'S Project Manager. The CONTRACTOR shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

B. The CONTRACTOR shall fully protect the work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made.

C. All items damaged as a result of the CONTRACTOR or subcontractor's operations, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mail boxes, turf, County signs, or other property owned by the COUNTY or any private landowner, shall be either repaired or replaced by the CONTRACTOR, at their expense, in a manner prescribed by and at the sole satisfaction of the COUNTY'S Project Manager.

D. If in the course of completing the work as part of this agreement, there is an accident that involves the public, the CONTRACTOR shall as soon as possible inform the COUNTY'S Project Manager of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY'S Project Manager.

E. The CONTRACTOR shall be responsible for re-grading and re-sodding any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

7.19 Risk of Loss. CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

Article 8. Miscellaneous Provisions

8.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 During the term of this Agreement CONTRACTOR assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 The employee(s) of CONTRACTOR shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONTRACTOR shall provide employee(s) capable of performing the work as required. The COUNTY may require the contractor to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

8.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.11 With the consent of CONTRACTOR, other agencies may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name. In addition, although this solicitation is specific to a County Department, it is agreed and understood that any County department may avail itself of this contract and purchase any and all items specified herein at the contract price(s) established herein. A contract modification shall be issued by the County identifying the requirements of the additional County department(s).

8.12 CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact with regards to all stipulations,

including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

8.13 The CONTRACTOR shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

8.14 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.15 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONTRACTOR:

Michael L. Adams, President
28400 CR 561
Post Office Box 32778
Tavares, Florida 32778

If to COUNTY:

County Manager
County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

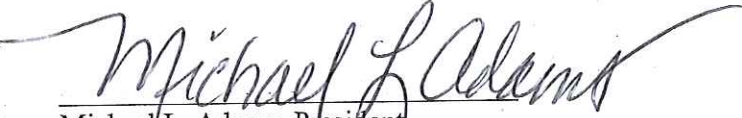
9.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Statement of Work
Exhibit B	Addendums
Exhibit C	Estimate Project Schedule
Exhibit D	Detailed Pricing Sheet

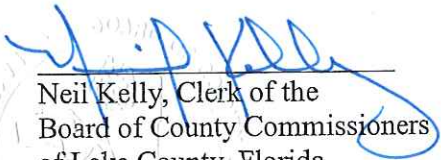
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 5 day of May, 2015, and by CONTRACTOR through its duly authorized representative.

CONTRACTOR


AAA Affordable Structures, Inc.


Michael L. Adams, President
License # CBC 1255117

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

COUNTY


Jimmy Conner
Chairman

This 5th day of May, 2015.

Approved as to form and legality:

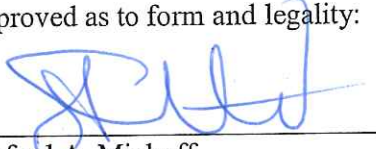

Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES

PROVIDE AND INSTALL MODULAR STRUCTURE TO SERVE AS FIRE STATION 90 / 104

1. PURPOSE

The purpose of this solicitation is to select a Contractor to provide and install a modular building to serve as Lake County Fire Station 90/City of Clermont Fire Station 104. The building will be approximately 56' x 44' as shown in the attached drawings and will serve as a mixed use, non-separated structure. The County desires that the structure be provided as a pre-fabricated, turn-key installation. The Contractor shall provide all required labor, material, impact fees, engineering, design, blueprints, printing, permits, local and state inspections to provide a 100% completed project.

2. MODULAR BUILDING REQUIREMENTS

General

- The Contractor shall be responsible for preparing the site where the modular building will sit and for ensuring positive drainage, as required by code, away from the building. This shall include all required fill dirt.
- The Contractor shall be responsible for the installation and removal of any temporary roadway needed to install modular building.
- Minimum 2" x 4" wall construction.
- Minimum 2" x 4" roof trusses or rafters.
- Structural steel frame shall be used with a minimum of 13ga. steel floor joists at 16" O.C.
- Roof and wall sheathing shall be minimum 5/8" cdx plywood.
- Drywall to be installed on walls and ceilings with knockdown finish on ceilings and orange peel on walls.
- Fiber cement structural flooring (min. 3/4" thick) shall be used in all areas except that in restrooms and laundry room the floors shall be poured with light weight concrete and sloped to a central floor drain.
- Windows shall be Energy Star compliant, vinyl single hung with low-e insulated glass and aluminum screens. Obscure glass shall be used in restrooms and tempered glass where required by code.
- Locksets shall be commercial minimum grade 2 rated with Mul-T-Lock Interactive high security cylinders.

- Building shall sit on a concrete block stem wall foundation. Stem wall shall be finished with red Face Brick Standard (FBS). Grade shall be Moderate Weather (MW). Building shall have a minimum of one 3'W x 2'H vented removable access panel on each side that shall compliment brick.
- Building finished floor elevation shall be 36" above finished grade.
- Termidor termite treatment shall be installed to the entire building area and shall extend a minimum of 1' past the stem wall.
- A minimum 2" mud slab shall be installed under the building.

Appliances

- Stainless steel range hood shall be installed and shall be a fire suppression type with an automatic turn off sensor installed
- Lake County shall furnish and install all remaining kitchen appliances (refrigerators, range, dishwasher, and microwave).

Communication Wiring

- Wiring is to be provided for Telephone, Computer (Cat6 with Systimax jack inserts - no substitute) and Radio Wiring (Belden, stranded, shielded 18ga wire) for speaker and controller. All wire to be run behind the walls and ceiling (speaker wire to controller to data room) and connected to appropriate wall jacks. Refer to County website for Lake County Data and Telecom specifications.
- 1" chase is to be provided to facilitate radio antenna wire from data room to exterior junction box for antenna.
- Data, phone, radio speaker wiring and radio antenna will end-run in the data room with radio speaker wiring to facilitate a control for the designated section, i.e. day room, officer room, sleeping quarters and apparatus parking area).

Ramps/Stairs

- Ramps and stairs shall be constructed per applicable ADA requirements from either cast in place concrete or precast concrete.
- Stair risers shall have brick installed to match.
- Hand/guardrails to be aluminum powder coated.

Electrical

- Electrical infrastructure shall be installed as indicated on attached drawings.

- Service type shall be underground, 400 amps, 120/240 single phase and shall provide a minimum of 6 extra double spaces in service panel for future use.
- One 20 amp dedicated circuit shall be provided for IT closet and for microwave.
- Building shall be prewired for future security system.

Fire Sprinkler

A fire sprinkler system designed pursuant to applicable NFPA standards shall be installed. Fire sprinkler system shall be appropriate for the building use. Fire sprinkler riser shall be installed in laundry room as shown on plan and fire sprinkler line connection shall be stubbed out through the stem wall a minimum of 4' and either connected to new fire line if it has been installed or capped for installation by others.

Floor Coverings

- Restroom floor tile shall be American Olean 2x2 Grade 5 Finish "Buff Granite" A52 with Latierete "45 Raven" Grout - Use flooring tile for 6" high base cove
- Kitchen, Offices, Day Room, Data Room, Laundry Room, and Hallways shall have Burke Flooring Product LVT12-702, Concrete "Red Giant" 18x18 installed.
- Bunk Rooms to have level loop 18oz/yd. commercial carpet with cushion backing and a lifetime limited warranty against excessive surface wear, static, delamination, edge ravel, zippering & backing resiliency loss.
- Mercer 104 Brown vinyl cove base shall be installed in all areas except restrooms.

Kitchen

- All cabinets that touch the floor shall be solid wood construction (no mdf / pressboard).
- Wall cabinets, shall be 40"H with four shelves and soffit above.
- Corner cabinets will be "Easy Reach" style.
- Countertop shall be Corian solid surface or County approved equivalent equal. Color to be chosen by Lake County.

Lighting

- Lighting is to be provided as illustrated in attached drawing.
- Interior lighting shall be 2 - bulb 4' fluorescent 4100K color 28 watt T-8 surface mount fixtures with rapid start ballasts and plastic lenses.

- Exterior lighting to be RAB brand WPLED26 and ENTRA12

Mechanical

- 3 Grandaire 16 SEER Units with heat pump and auxiliary back up heat strips.
- Digital programmable thermostats shall be installed.
- Factory installed duct work shall be tested and certified as "Leak Free" after all connections are made.

Paint

- Ceiling color to be ceiling white.
- Walls to be Sherman Williams SW6105 "Divine White" – Satin finish.
- Doors and trim to be Colorwheel CL3257N – 4/L33 "Eclipse" – semi-gloss finish.

Plumbing

- Stiebel Eltron Temptra 36/36 Plus electric whole house water heater or County approved equivalent equal.
- Domestic water distribution piping to be either Cross-linked Polyethylene (Pex) or Chlorinated Poly Vinyl Chloride (CPVC)
- All fixtures to be supplied with stainless steel burst proof supply lines and 1/4 turn stops
- Vanity tops to match kitchen w/ porcelain over steel sinks
- Stainless steel double pan sink minimum 8" deep with sound deadener installed on the underside (minimum 304 series stainless – 18:8 chromium/nickel content)
- Water closets shall be 1.28 gpf, vitreous china, wall hung, elongated bowl, siphon jet, ADA compliant with commercial plastic seat cover.
- Flush valves shall be Sloan 8111 - 1.28 gpf battery operated electronic flush valve. Provide Zurn P6000-TPO trap primer option where TP is noted on plans
- ADA restroom shall have American Standard "Lucerne" wall hung china lavatories
- Lavatory faucets shall be Hydratec HIB5000 EM AC Mode
- Kitchen faucet shall be Hydratec H4000 EM AC Mode

- Building drain and water line connection shall be stubbed out through the stem wall a minimum of 4' and either connected to new lines if they have been installed or capped for installation by others.
- A minimum of 2 hose bibs shall be provided on the building.

Radio & Data

- Lake County to supply and install all radio equipment and speakers.
- Contractor to provide wiring to locations identified on attached drawings in green and red boxes.

Restrooms

- Restrooms to have a one piece heavy duty fiberglass shower stalls. ADA restroom to meet all ADA requirements. Shower stalls shall be maximum size available to fit space.
- Centralized floor drains shall be installed in all restrooms and laundry room.
- Grab bars required in ADA restroom to be Model 817 Bradley - stainless steel and have 2x blocking installed for support
- Exhaust fans shall be combination fan/light
- Restrooms shall be equipped with the following:
 - Models 747, 7471 Bradley mirrors
 - T1790 San Jamar - multi-fold paper towel dispenser
 - San Jamar - "Oceans" soap dispenser
 - Model 522 Bradley toilet paper dispenser

Roofing

- Minimum 3/12 pitched roof with Kynar finish metal standing seam (minimum 24ga). Must meet FL product approval for wind zone. All panel laps shall have butyl putty tape applied prior to installation and appropriate closure shall be used at all open ends. Roof color to be chosen by Lake County.
- Roof underlayment shall be FL Product Approved peel and stick designed for low slope roofs.

Siding

Exterior walls, columns and beams shall be finished with a cementations finish and painted per the attached painting specifications. Contractor to supply color selection for Lake County approval.

3. UTILITIES

The Contractor shall stub out all utility connections (sewer, water, fire) 4' from the stem wall and either connect to new lines if they have been installed or capped for installation by others.

4. ESTIMATED PERMIT FEES FOR THE WORK TO BE PERFORMED

Vendors are advised that permit fees in the estimated amounts shown in the chart below are required for this project. The vendor is to apply for and obtain all required permits.

Fire Station (modular building)			
Building Fee	2500	n/a	\$323.00
Electrical			Incl
Plumbing			Incl
Mechanical			Incl
Gas (if applicable for station or generator)		.03sqft or 75 min	\$75.00
Irrigation (if applicable)		75 min	\$75.00
BCAIF (state fee)		1.5% of building fees	\$8.52
BCSF (state fee)		1.5% of building fees	\$8.52
Transportation Impact Fees			\$2,030.00
TOTAL			\$2,520.04

Fire Sprinkler	2500	.01sqft or \$169 min	\$169.00
BCAIF (state fee)		1.5% of building fees	\$2.54
BCSF (state fee)		1.5% of building fees	\$2.54
TOTAL			\$174.08



March 11, 2015

Attachment 2 to ITB submittal by Affordable Structures

Lake County ITB 15-0209: Contractual & Technical Clarifications:

Technical Clarifications:

1. Affordable Structures bid complies with all specifications in bid package unless otherwise stated.
2. NFPA 13R/D sprinkler system is not included in the concealed non-combustible area below the floor (crawl space).
3. NFPA 13R/D sprinkler system is not included under the exterior open porch as long as the porch is not used for storage of combustible materials.
4. NFPA 13R/D is included in the attic, which is the enclosed combustible space above the factory modular flat roof.
5. Contractor has bid the 3:12 roof specified to be site install using engineered truss system, 21/32" T & G CDX decking with clips, GAF "Storm Guard" water barrier (second layer of water protection that adheres to roof), and 24 ga galvalum standing seam (concealed fastener) roofing.
6. Roof area will cover building + 6 ft porch on west elevation + 2 ft eave all sides to shed water properly away from structure. - 36 squares total.
7. Base bid for porch decking, stairs, ramps and landings is poured in place concrete with custom mfg aluminum rails for stairs and ramp only. The 6' x 56' porch rails will be pre-fabricated and purchased from the following vendor:
Lang Mfg <http://www.langrailings.com/products.htm>.
8. Steel rail option includes precast concrete ramp / stair system as part of option price listed on bid page.
9. Temporary road price includes only a basic clay / sand compacted road 12 ft wide for use to deliver modular and related materials.
10. External electric is not included in bid, specifically any MDP (main distribution panel) that will feed the 400 amp modular sub panel.
11. The specified Grandaire HVAC equipment is 15 seer equipment, the maximum rating offered by the specified manufacturer.
12. Option price listed for "structural steel framing" upgrade reflects only the addition of steel framing below the roof. No steel bar joists, girders, or trusses are included in this option.

continued



March 11, 2015

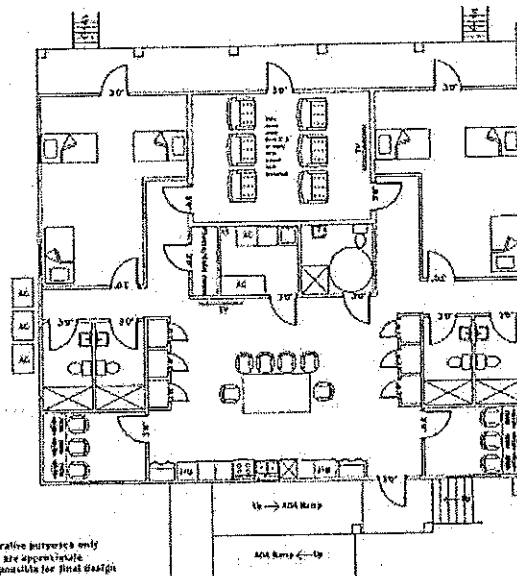
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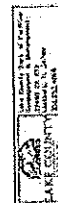
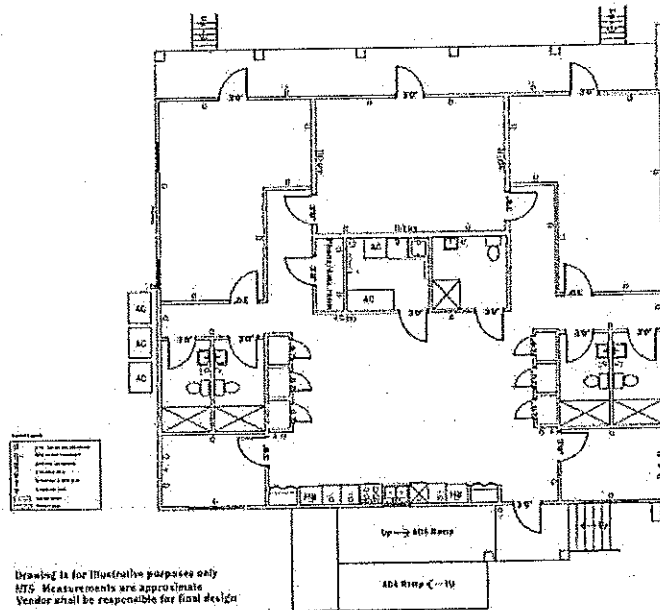
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LAKE COUNTY

 COURT CLERK'S OFFICE
 200 N. 1st St., Ste. 200
 Lake County, WI 53001-2000
 Phone: (262) 228-2200
 Fax: (262) 228-2201

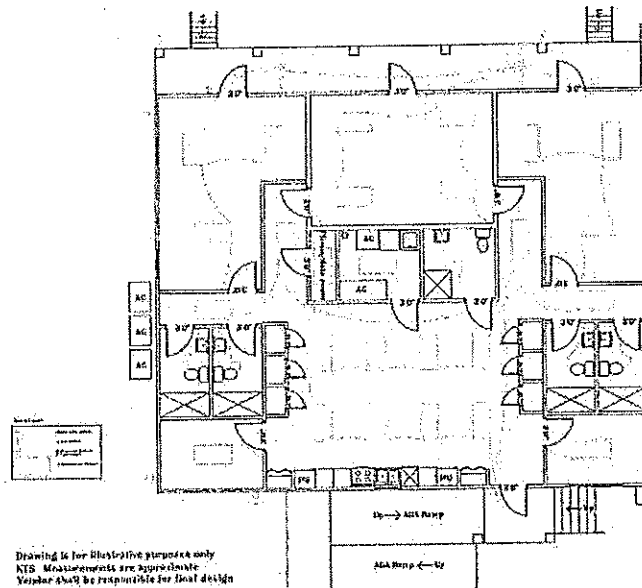
**FIRE STATION 90 & 104
FLOOR PLAN**

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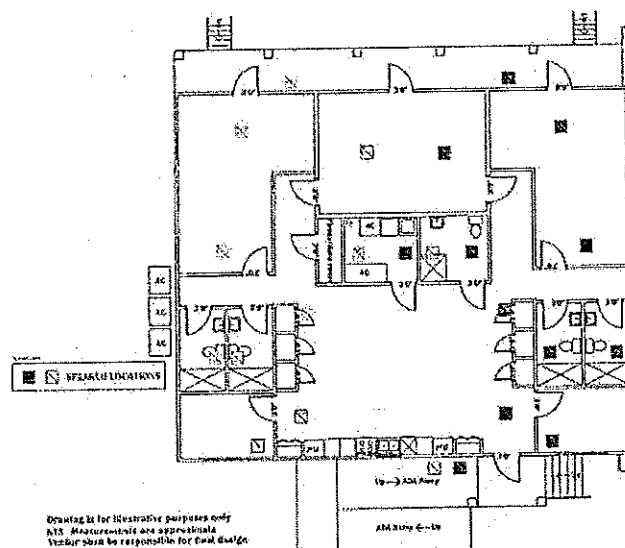
**FIRE STATION 90 & 104
 ELECTRIC PLAN**

NO.	DESCRIPTION	QUANTITY	UNIT
1	120V Single Phase	1	FT
2	240V Single Phase	1	FT
3	480V Three Phase	1	FT
4	600V Three Phase	1	FT
5	120V Single Phase	1	FT
6	240V Single Phase	1	FT
7	480V Three Phase	1	FT
8	600V Three Phase	1	FT
9	120V Single Phase	1	FT
10	240V Single Phase	1	FT
11	480V Three Phase	1	FT
12	600V Three Phase	1	FT
13	120V Single Phase	1	FT
14	240V Single Phase	1	FT
15	480V Three Phase	1	FT
16	600V Three Phase	1	FT
17	120V Single Phase	1	FT
18	240V Single Phase	1	FT
19	480V Three Phase	1	FT
20	600V Three Phase	1	FT

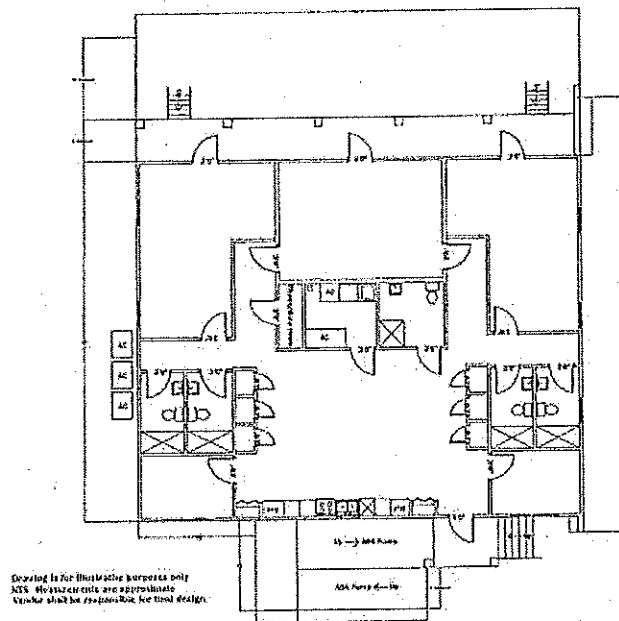


FIRE STATION 90 & 104 **LIGHTING PLAN**

NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
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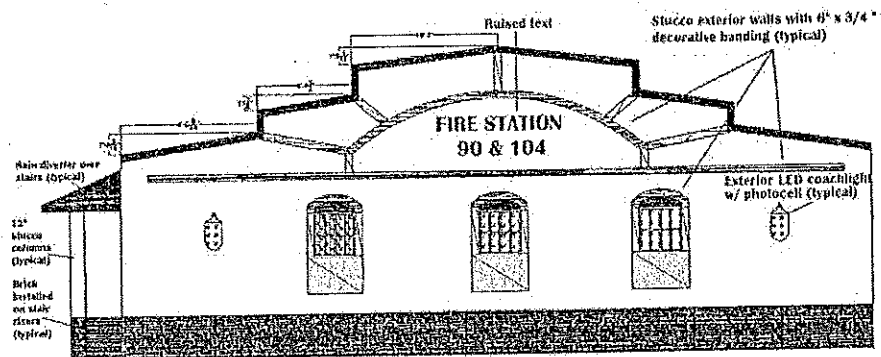


CLARK COUNTY



FIRE STATION 90 & 104
DIMENSION PLAN

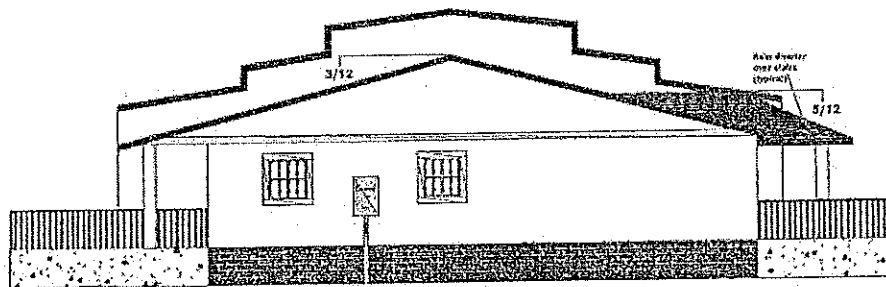
NO.	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
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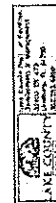
Drawing is for illustrative purposes only
 NTS Measurements are approximate & minimum
 Vendor shall be responsible for final design

3' CMU stem wall with brick ledge and brick
 installed (typical)

FIRE STATION 90 & 104 FRONT ELEVATION PLAN	
6a 9	6a 9

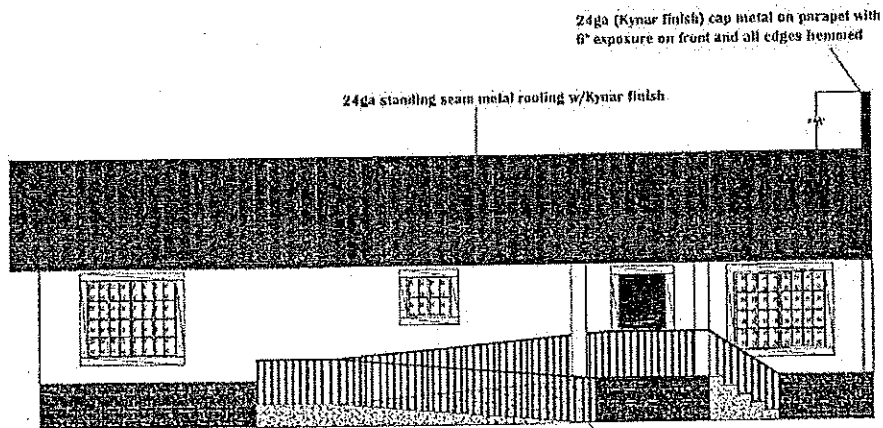


Drawing is for illustration purposes only
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 Vendor shall be responsible for final design.



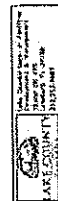
FIRE STATION 90 & 104
REAR ELEVATION PLAN

DATE	10/12/15
BY	JCC
REVISION	
7 of 9	



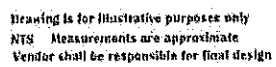
Drawing is for illustrative purposes only
 NTS Measurements are approximate
 Vendor shall be responsible for final design


Powder coated aluminum hand and guardrail
 system (typical)



FIRE STATION 90 & 104
LEFT SIDE ELEVATION PLAN

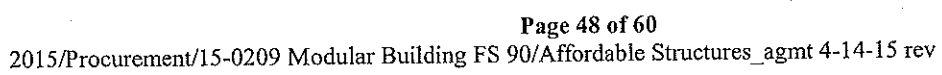
DATE	10/1/15
BY	10/1/15
CHECKED	10/1/15
APPROVED	10/1/15
SCALE	1/8" = 1'-0"
SHEET	8 of 8



LAKE COUNTY

 John Family Dept. of Public
 Administration & Management
 1900 W. 4th
 Astoria, OR 97103
 503-325-0488

**FIRE STATION 90 & 104
RIGHT SIDE ELEVATION PLAN**

BOOK	NO. 1
DATE	9-1-19



2015/Procurement/15-0209 Modular Building FS 90/Affordable Structures_agmt 4-14-15 rev

[illegible]

EXHIBIT B: ADDENDUMS



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: (352) 343-9473

www.lakegovernment.com

ADDENDUM NO. 1

Date: February 25, 2015

Invitation to Bid (ITB) 15-0209

PROVIDE AND INSTALL A MODULAR STRUCTURE TO SERVE AS FIRE STATION 90/104

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

This addendum DOES NOT change the date for receipt of bids or proposals.

The purpose of this addendum is to provide confirming information, and answers to various vendor questions, resulting from the non-mandatory pre-bid conference held February 23, 2015. The current due date remains in effect unless specifically changed via formal addenda. A copy of the attendee list for the pre-bid conference has been posted to the County website for the above-cited Invitation to Bid.

The pre-bid conference commenced with the following matters being reviewed and confirmed:

1. Responses are due March 11, 2015 at 3:00 PM.
2. Award will be made to the lowest priced, responsive, and responsible bidder.
3. It was confirmed that the pre-bid conference was non-mandatory in nature.
4. It was confirmed that bonding is required (5% bid bond required as well).
5. The completion intervals stated the ITB.
6. ITB sections 1.13 regarding delivery and content of bid responses.

Page 1

7. ITB provision regarding alternate product
8. Vendors are to pay taxes on items they purchase for inclusion in the final project.
9. Operation of the County's reciprocal preference.
10. Liquidated damages to be applied per Facilities terms and conditions attached to ITB.

11. The add/alternate prices were discussed. It was stated that the temporary road requirement stated in the work scope would be changed to an additional alternate pricing item instead of a base bid requirement (*see revised pricing table attached hereto*). It was also stated that inclusion of pricing for the current three add/alternate pricing items was optional for vendor completion.

12. That the primary site work effort would be completed by a third party vendor in conjunction with the road and paving construction effort shown on the site plan included with the ITB, but the preparation for the site where the building will sit to include provision and placement of fill dirt, all footings for the building, all termite treatments, all mud slabs, and the stem wall shown on the building drawings are to be installed by the building contractor.

The following questions were expressed during and after the meeting. County responses immediately follow each question:

Question 1: There were several questions requested additional detail on the degree of utility infrastructure required from the building contractor.

Answer 1: The building contractor is to provide utility infrastructure stubbed out through the stem wall a minimum of 4 feet, either connected to the new lines installed by a third party, or capped for connection by others if the third party infrastructure is not available at the time the building is erected.

Question 2: There were several questions addressing the expressed need for a modular building versus the potential to provide for a site-built structure.

Answer 2: The County stated no specific preference in this regard, opining that the modular building provided the best option give pricing and construction time frames. The County stated it would consider inclusion of alternate bidding structure in this regard (*see attached revised pricing table*).

Question 3: What are the specifications for the vanity tops.

Answer 3: As currently stated, they are to match kitchen counters as specified in the ITB.

Question 4: There were several questions regarding the time frame allowed for provision and installation of the building.

Answer 4: This was addressed by confirming that the time frames allowed for all effort were as illustrated on the time line document attached to the ITB, and that these time frames were based on a performance period commencing with notice-to-proceed rather than a specified start date. Factors impacting on such notice were confirmed as sand skink presence or status of third-party efforts. Several examples based on assumed conditions (sand skinks present or not) were provided by the County.

Question 5: Will the canopy be constructed first? If so, it could get in the way of building installation effort.

Answer 5: The County stated that any concerns in this regard that arise based on actual work effort could be rectified by proactive coordination at that time.

Question 6: Can air handlers be placed in the attic space?

Answer 6: No, alternate locations within the floor plan may be proposed.

Question 7: Will a second ramp be required?

Answer 7: No

Question 8: Estimated value?

Answer 8: The formal estimate for the effort under this ITB is \$350,601.

Acknowledgement of Addendum:

Firm Name: Affordable Structures Date: 3/11/15

Signature: M. J. Adams Title: Pres

Typed/Printed Name: Michael Adams

EXHIBIT C: TIME SCHEDULE

[illegible][illegible]

EXHIBIT D: PRICING SHEET

ITB 15-0209 PRICE ENTRY SECTION REVISED BY ADDENDUM 1

1. BASE BID: Lump sum bid for total cost to provide and install a modular* building as indicated in the specifications and drawings: \$ 427,263.00

**Note: A site-built structure may be considered by the County. Vendor hereby confirms that it has bid, and will provide, a _____ modular building or a _____ site-built building (check one, and provide conceptual drawing if the vendor is bidding a site-built structure.).*

2. ADD/ALTERNATE PRICING

a. Lump sum additional price to provide/install metal framing for all structural framing members in lieu of the wood framing currently specified: \$ 11,000.00

b. Lump sum deduct price for to provide/install PBR metal roofing in lieu of standing seam metal roofing: \$ (2,500.00)

c. Lump sum deduct price for provision/installation of steel powder coated hand/guardrails in lieu of aluminum: \$ (4,500.00)

d. Installation and removal of any temporary roadway needed to install modular building if such effort is required by the County: \$ 2,500.00

NOTE: The completion time frame for this project shall be as noted in the time frame information provided at Attachment 4 to this solicitation. Liquidated damages will apply if the work is not completed at the end of the month designated for completion of work. Note that there is a specific time frame for completion of work associated with the existence of sand skinks at the work site, and another completion time frame associated with no skink population at the work site. Both of the time frames provide for a six month period to construct and place the modular building. The County will be responsible for all identification and resolution efforts associated with the sand skink issue.

Bid is is not based on use of any alternate items (see paragraph 1.21 of this ITB).

Bidder's Florida License Number: CBC 1255117

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process Vendor will accept payment through the County's VISA- based electronic payment system: ☒ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Client#: 21451

AAAAFFOR

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

3/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard Insurance, Inc 101 N Starcrest Dr. Clearwater, FL 33765 727 447-6481		CONTACT NAME: PHONE (A/C, No, Ext): 727 447-6481 FAX (A/C, No): 727 449-1267 E-MAIL ADDRESS: cfcertsftmyers@bouchardinsurance.com	
INSURED AAA Affordable Structures Inc. 235 Apollo Beach Blvd #124 Apollo Beach, FL 33572		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co NAIC # 10190 INSURER B: Bridgefield Casualty Ins Co 10335 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	20116394	07/19/2014	07/19/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			4182685300	07/19/2014	07/19/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			4182685303	07/19/2014	07/19/2015	EACH OCCURRENCE \$4000000 AGGREGATE \$4000000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	019635322	09/12/2014	09/12/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

LAKE COUNTY BCC
 315 WEST MAIN ST
 TAVERES, FL 32778

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



SECTION 5 – ATTACHMENTS

ITB Number: 15-0209

BOND NUMBER: FLC 83388

Executed in 3 Counterparts

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor AAA Affordable Structures, Inc.

Contractor Address 28400 CR 561, Tavares, FL 32778

Contractor Address 2 _____

Contractor Telephone (352) 742-7488

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety Merchants Bonding Company

Surety Address 2100 Fleur Drive, Des Moines, IA 50321-1158

Surety Address 2 _____

Surety Phone (515) 243-8171

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Iowa and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of Four Hundred Twenty Nine Thousand, Seven Hundred Sixty Three and 00/100 (\$429,763.00-----) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

Modular Building

WHEREAS, Principal has entered into a contract with Obligee for for Fire Station 90/104 * under Bid No. ITB#15-0209 in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract;
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

* Lake County Fire Station 90/ City of Clermont Fire Station 104, located in Clermont, Florida.

SECTION 5 – ATTACHMENTS

ITB Number: 15-0209

then this bond shall be void; otherwise it remains in full force and effect.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

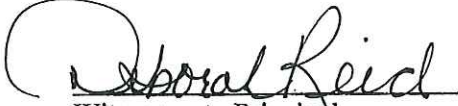
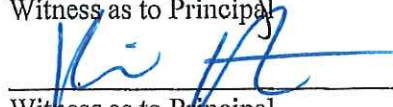
The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05, Florida Statutes, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.


IN WITNESS WHEREOF, the above bounded parties have executed this instrument this 9th day of July, 2015, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:


Witness as to Principal

Witness as to Principal

PRINCIPAL:

AAA Affordable Structures, Inc.
(Company Name)

By: 
(Authorized Signature)

MICHAEL L. ADAMS
(Printed Name)

Pres.
(Title)

28400 CR 561

Tavares, FL 32778

(352) 742-7488

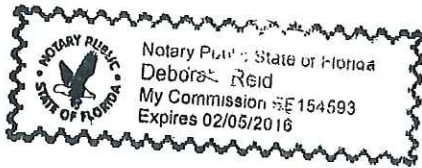
(Business Address)

STATE OF Florida
COUNTY OF Lake

The forgoing instrument was acknowledged before me this July 9, 2015
by Michael Adams of AAA Affordable Structures, Inc., a Florida
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced
N/A as identification and who did/did not take an oath.

SECTION 5 – ATTACHMENTS

ITB Number: 15-0209



NOTARY: Deborah Reid
 Print Name: Deborah Reid
 Commission Number: FF 154593

SURETY

Merchants Bonding Company
 (Surety Name)

By: _____
 (Authorized Signature)

 (Printed Name)

 (Title)

 (Business Address)

Teresa L. Durham
 As Attorney In Fact (Attach Power of Attorney)
 Teresa L. Durham & FL Licensed Resident Agent
 (Printed Name)
 2100 Fleur Drive
 Des Moines, IA
 50321-1158
 (Business Address)
 (515) 243-8171
 (Telephone Number)

Inquiries: (407) 786-7770

 Witness as to Surety

 Witness as to Surety

Georgia A. Richards (OR)

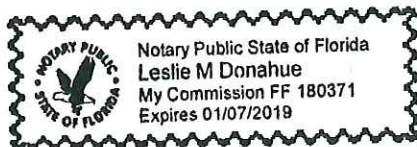
Witness as Attorney In Fact

Deborah L. Seaynter
 Witness as Attorney In Fact

STATE OF FLORIDA

COUNTY OF ORANGE

The forgoing instrument was acknowledged before me this July 9, 2015
 by Teresa L. Durham of Merchants Bonding Company, a Iowa
 Corporation, on behalf of the Corporation. He/She is personally known to me or has produced
N/A as identification and who did/did not take an oath.



NOTARY: Leslie M. Donahue
 Print Name: Leslie M. Donahue
 Commission Number: FF 180371

SECTION 5 – ATTACHMENTS

ITB Number: 15-0209

Bond Number: FLC 83388

Executed in 3 Counterparts

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that We,

Contractor AAA Affordable Structures, Inc.
Contractor Address 28400 CR 561, Tavares, FL 32778
Contractor Address 2 _____
Contractor Telephone (352) 742-7488

(hereinafter called the "Principal"), whose principal business address and telephone number is as stated above; and

Surety Merchants Bonding Company
Surety Address 2100 Fleur Drive, Des Moines IA 50321-1158
Surety Address 2 _____
Surety Phone (515) 243-8171

(hereinafter called the "Surety"), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of Iowa and authorized to do business in the State of Florida;

are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of Four Hundred Twenty Nine Thousand, Seven Hundred Sixty Three and 00/100 Dollars-----
(\$ 429,763.00-----)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for Modular Building for Fire Station 90/104* Bid No. ITB#15-0209 said Contract being made a part of this Bond by this reference.

THE CONDITION OF THIS BOND is that if Principal:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

* Lake County Fire Station 90/ City of Clermont Fire Station 04, located in Clermont, Florida.

SECTION 5 – ATTACHMENTS

ITB Number: 15-0209

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE 9th DAY OF July 2015 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered
in the presence of:

Deborah Reid
Witness as to Principal
W. H.
Witness as to Principal

PRINCIPAL:

AAA Affordable Structures, Inc.

(Company Name)

By: Michael L. Adams
(Authorized Signature)

MICHAEL L. ADAMS
(Printed Name)

Pres.
(Title)

28400 CR 561

Tavares, FL 32778

(352) 742-7488

(Business Address)

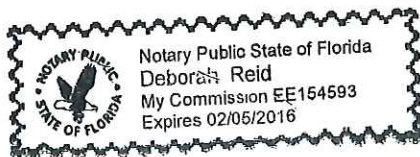
STATE OF Florida
COUNTY OF Lake

The forgoing instrument was acknowledged before me this July 9, 2015
by Michael Adams of AAA Affordable Structures, Inc., a Florida
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced
N/A as identification and who did/did not take an oath.

NOTARY: Deborah Reid

Print Name: Deborah Reid

Commission Number: EE 154593



SURETY

Merchants Bonding Company

(Surety Name)

SECTION 5 – ATTACHMENTS

ITB Number: 15-0209

Witness as to Surety

Witness as to Surety

Georgia C. Reckart (OR)

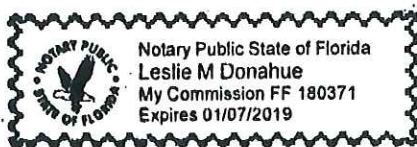
Witness as Attorney In Fact

William L. Seayster
Witness as Attorney In Fact

STATE OF FLORIDA

COUNTY OF ORANGE

The forgoing instrument was acknowledged before me this July 9, 2015
by Teresa L. Durham of Merchants Bonding Company, a Iowa
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced
N/A as identification and who did/did not take an oath.



By: _____
(Authorized Signature)

(Printed Name)

(Title)

(Business Address)

Teresa L. Durham

As Attorney In Fact (Attach Power of Attorney)

Teresa L. Durham & FL Licensed Resident Agent

(Printed Name)

2100 Fleur Drive

Des Moines, IA 50321-1158

(Business Address)

(515) 243-8171

(Telephone Number)

Inquiries: (407) 786-7770

NOTARY: Leslie M. Donahue

Print Name: Leslie M. Donahue

Commission Number: FF 180371

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A Richards; Jeffrey W Reich; Kim E Niv;
Leslie M Donahue; Lisa Roseland; Patricia L Slaughter; Susan L Reich; Teresa L Durham

of Maitland and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of January, 2015.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

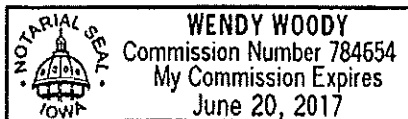
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of January, 2015, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



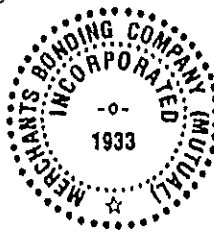
Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of July, 2015.



William Warner, Jr.
Secretary

